

Exhibit “3”

*[Compilation of Service Agreements
between ADS and Pennsylvania
Customers]*



Advanced Disposal

ONE YEAR RENEWAL

SALESPERSON # JJW FEL X REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: WHITEHALL STATE: PA

ZIP CODE: 18052 PHONE: _____

FAX: _____

EMAIL: _____

CONTACT NAME: _____

SITE #

Service Decrease _____

Cancel _____

Other X _____

Reason Code CI _____

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: same _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: _____

FAX: _____

EFFECTIVE DATE OF AGREEMENT: 4/1/14

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW										
OLD	1	FL MSW	1	4YD	N	N	EOW	40		49.61

OTHER CHARGES:

+ Fuel (En & Environmental) Fee as shown on invoice

P.O. #

\$ _____ Container Delivery

FSC 8%, NO OTHER FEES. RATE LOCK FOR ONE YEAR.

INCREASES CAPPED AFTER AT 3% MAX PER YEAR.

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: JACK WENNER

Print Name: JACK WENNER

Date: _____

CUSTOMER:

By: _____

Print Name: _____

Date: X 3/28/14

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inactivity so caused by such event, act or condition. TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (herein, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the last six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or cancellation of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all fees and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or tampering or looting. Customer shall have no authority to subject the equipment to any liens or encumbrances. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biocorrosive, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

Apr 07 14 10:02p



Advanced Disposal

3 yr renewal. Increases capped at
5% per year total..SALESPERSON # IJW FEL REL ROL **SERVICE AGREEMENT**CUSTOMER #: New Account Service Increase XRate Increase Rate Decrease **CUSTOMER MASTER/BILLING INFORMATION**LEGAL NAME: ADDRESS LINE 1: ADDRESS LINE 2: CITY: BETHLEHEM STATE: PAZIP CODE: 18017 PHONE: FAX: EMAIL: CONTACT NAME: SITE # Service Decrease XCancel Other Reason Code IPDP**SITE MASTER MAINTENANCE/SERVICE LOCATION**NAME: ADDRESS LINE 1: ADDRESS LINE 2: CITY: EASTON STATE: PAZIP CODE: 18042 PHONE: FAX: EFFECTIVE DATE OF AGREEMENT: 4/3/14

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	RL MSW	1	96GAL	N	N	IXW	6		30
OLD	1	RL MSW	1	50LY	N	N	IXW	6		73.32

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

S Container DeliveryP.O.W.
FSC 10%, ENV 6%, NO ADMIN

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LEHIGH VALLEY LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCEDBy: JACK WENNERPrint Name: JACK WENNERDate: 4/1/14**CUSTOMER:**By: Print Name: Date: 4/1/14

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition. **TERM.** This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the last six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the end use standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any fire or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon


Advanced Disposal
SALESPERSON # MIL FEL X REL _____ ROL _____**SERVICE AGREEMENT**

CUSTOMER #: [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: NORRISTOWN STATE: PA

ZIP CODE: 19403 PHONE: [REDACTED]

FAX: (____) - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: [REDACTED]

Service Decrease _____ Cancel _____

Other REN Reason Code CJ**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: SAME

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: (____) - [REDACTED]

FAX: (____) - [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 3/18/2015

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. V/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	MSW	1	2YD	N	N	WKLY	80.00	89.25
OLD	1	MSW	1	2YD	N	N	WKLY	0.00	89.25

OTHER CHARGES: PA GAS TAX, NO ADMIN FEE
+ Fuel Fee & Environmental Fee as shown on invoice
Container Delivery

P.O. # _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services (HARRISBURG), LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED
By: [Signature]
Print Name: _____
Date: _____

CUSTOMER:
By: _____
Print Name: _____
Date: 4/16/15
(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewable for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damage a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon



Advanced Disposal

SALESPERSON # JW XTEL X REL ___ ROL ___

SERVICE AGREEMENT

CUSTOMER #: NewNew Account Service Increase Rate Increase Rate Decrease CUSTOMER MASTER/BILLING INFORMATIONLEGAL NAME: Same

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: (____) - ____ - ____

FAX: (____) - ____ - ____

EMAIL: _____

CONTACT NAME: _____

SITE #: _____

Service Decrease Cancel Other Reason Code NPSITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: Allentown STATE: PA

ZIP CODE: _____ PHONE: (____) - ____ - ____

FAX: (____) - ____ - ____

EFFECTIVE DATE OF AGREEMENT: 2-27-14 (Ops aware)

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL V/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	PL MSW	1	8YD	N	N	N	2xW	6Y		312.00
	PL Recycle	1	8YD	N	N	N	1xW	15		52.00
OLD										No Admin Fee FC 5% FC 6%
										+362.00

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

S-0--- Container Delivery

P.O. # _____

Fix fee or yearly no more than 4% increase in any given year

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services Lehigh Valley, LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment of the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: JACK WENNER

Print Name: JACK WENNER

Date: 9/5/13

CUSTOMER: _____

By: _____

Print Name: JACK WENNERDate: 9/26/14

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive five year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height/internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon



Advanced Disposal

SALESPERSON # AW FEL REL X ROL _____

SERVICE AGREEMENT**CUSTOMER #:** [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: WALNUTPORT STATE: PA

ZIP CODE: 18088 PHONE: [REDACTED] - [REDACTED] - [REDACTED]

FAX: (____) - ____ - ____

EMAIL: _____

CONTACT NAME: [REDACTED]

SITE #: 1-263

Service Decrease X Cancel _____

Other _____ **RENEWAL** Reason Code CI/DP**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: (610) - ____ - ____

FAX: (610) - ____ - ____

EFFECTIVE DATE OF AGREEMENT: 7/1/2015

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	3	RL MSW	1	2YD	N	N	EOW	100.00	N/A
									X 49.50 X 6
									X 130.00 Fuel
OLD	2	RL MSW	1	2YD	N	N	1XWK	24.00	N/A
									X 72.00

0% Environmental
Fuel
\$60.00
Per mo.

OTHER CHARGES: NO ADM FEE, 6% ENVIRO, 13% FUEL, GAS TAX

P.O. # _____

+ Fuel Fee & Environmental Fee as shown on invoice

\$ 0.00 Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LEHIGH VALLEY, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCEDBy: Amelia Wagner
Print Name: Amelia Wagner
Date: 8/7/15**CUSTOMER:** [REDACTED]By: _____
Print Name: _____
Date: 8/13/15
(Please initial the back page)**TERMS AND CONDITIONS**

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5-year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced an liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuation of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business, provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weight being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]

Apr. 24. 2015 4:02PM

No. 2281 P. 3

**Advanced Disposal**SALESPERSON # RT FEL X REL ROI **SERVICE AGREEMENT** 263**CUSTOMER #** [REDACTED]

New Account Service Increase _____

Rate Increase Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION**LEGAL NAME:** [REDACTED]**ADDRESS LINE 1:** [REDACTED]**ADDRESS LINE 2:** [REDACTED]**CITY:** NJ/W TRIPOLI **STATE:** PA**ZIP CODE:** 18066 **PHONE:** ([REDACTED]) - [REDACTED] - [REDACTED]**FAX:** ([REDACTED]) - [REDACTED] - [REDACTED]**EMAIL:** [REDACTED]**CONTACT NAME:** [REDACTED]**SITE #:** [REDACTED]

Service Decrease _____ Cancel _____

Other X RENEWAL Reason Code CT**SITE MASTER MAINTENANCE/SERVICE LOCATION****NAME:** [REDACTED]**ADDRESS LINE 1:** [REDACTED]**ADDRESS LINE 2:** [REDACTED]**CITY:** [REDACTED] **STATE:** [REDACTED]**ZIP CODE:** [REDACTED] **PHONE:** (610) - [REDACTED] - [REDACTED]**FAX:** ([REDACTED]) - [REDACTED] - [REDACTED]**EFFECTIVE DATE OF AGREEMENT:** 4/1/2015

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. VIN	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW:	1	P/L MSW	1	4YD	N	N	1XMO	\$80.00	N/A	\$35.40
OLD:	1	F/L MSW	1	4YD	N	N	1XMO	\$40.00	N/A	\$35.40

OTHER CHARGES: PA GAS TAX

P.O. #

+ Fuel Tax & Environmental Fee as shown on invoice

\$... Container Delivery NO ADMIN FEE

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services, L.L.C./N.J., L.L.C./Del. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCEDBy: R. Phillips

Print Name: _____

Date: 3/4/15**CUS**

By: _____

Print Name: _____

Date: 5-29-15

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition. **TERM.** This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the total six (6) monthly invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the exclusive standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

OUTWEIGHT. The word "equipment" as used herein shall mean all containers, containers and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, in such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incubation purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall ensure the equipment at all times to prevent unauthorized access to it, dumping or looting. Customer shall have no authority to subject the equipment to any fire or incineration. Customer shall pay an extra yardage pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxic chemicals, waste substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or disposing of such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, unloading, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws regarding treatment, reuse/recovery or the recycling of any waste stream or any approval from governmental agencies.

17.8. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling, or resource recovery shall be held for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

17.9. INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, costs, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death, bodily injury to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer or its employee or its agent, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

17.10. ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. technician disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates. Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposed facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may increase and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including, to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, heat charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an event, act or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in said costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHARGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of all invoices from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover my equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including, the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.00, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an incident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or interpretation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, arbitration fees and other costs (including litigation related costs, costs associated with the engagement of my collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL, WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that if the election of either party may commence by arbitration or litigation; between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereto. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDINGS. The parties acknowledge the service Advanced provides Customer impacts and affects interstate commerce and agree that any dispute about the enforceability or scope of the agreement in dispute shall be decided by the arbitrator. The parties' initial provision contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISSION & ANEXUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or difference exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts of laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter herein and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]



Advanced Disposal

SALESPERSON # DO FED X REL X ROL **SERVICE AGREEMENT****CUSTOMER #:** [REDACTED]

New Account _____

Service Increase _____

Rate Increase _____

Rate Decrease X**CUSTOMER MASTER/BILLING INFORMATION**

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: Ardmore

STATE: PA

ZIP CODE: 19003

PHONE: [REDACTED] - [REDACTED] - [REDACTED]

FAX: () - [REDACTED] - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: _____

Service Decrease _____ Cancel _____

Other x Renewal Reason Code BB/CJ**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: West Chester STATE: PA

ZIP CODE: 19380 PHONE: [REDACTED] - [REDACTED] - [REDACTED]

FAX: () - [REDACTED] - [REDACTED]

2-1-15

EFFECTIVE DATE OF AGREEMENT: 1-1-15

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ.	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
OLD	FEL	MSW	1	8yrd	N	N	3xwk \$80.00		\$438.00
	FEL	MSW	1	4yrd	N	N	3xwk \$80.00		\$179.00
	REL	SST	4	96gal	N	N	1xwk \$25.00		\$50.00
	FEL	MSW	1	8yrd	N	N	3xwk		\$734.27
	FEL	MSW	1	4yrd	N	N	3xwk		
	REL	SST	4	96gal	N	N	1xwk		

N/A →

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

\$ N/A Container Delivery

By executing hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By:

Print Name: Dave GandyDate: 1-16-15

P.O. # Rate locked for 1 year, 3%

increase in year 2 & 3. Flat rate with no ADS fees.

CUSTOMER

By:

Print Name: [REDACTED]Date: 12-23-2014

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make its payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the duration of its inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of [REDACTED] years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 6 month periods (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall retain all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, connectors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, bio-hazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pre-treatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death, bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer's employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities, as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 16% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer inspects and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO

PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms as printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer II: [REDACTED]

12-23-14



Advanced Disposal

SALESPERSON # DG REL RBL X ROL

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER/MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: Ardmore STATE: PA

ZIP CODE: 19003 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: _____

Service Decrease _____ Cancel _____

Other _____ Reason Code _____

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: West Chester STATE: PA

ZIP CODE: 19382 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 02-1-15

SERV#	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ.	EXTRA PICK UP/Haul RATE	DISPOSAL CHARGE	MONTHLY CHARGES
OLD	REL	MSW	2	3yd	N	N	2xwk \$80.00		\$260.01
	REL	MSW	1	2yd	N	N	2xwk \$75.00		\$69.69
	REL	SST	2	96gal	N	N	1xwk \$25.00		\$25.00
	REL	MSW	2	2yd	N	N	2xwk		332.85
	REL	MSW	1	3yd	N	N	2xwk		
	REL	SST	2	96gal	N	N	1xwk		

OTHER CHARGES:

Flat Fee & Environmental Fee as shown on invoice

Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services Services, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By:

Print Name: [REDACTED]

Date: 1-16-15

P.O. # Rate locked for 1 year, 3%

Increase in year 2 & 3. Flat rate with no ADS fees.

CUSTOMER

By:

Print Name: [REDACTED]

Date: 12-23-2014

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED: Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the duration of any inactivity so caused by such event, act or condition.

TERM: This Agreement is a legally binding contract and shall extend for an initial term of six (6) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive one (1) year periods (each a "Renewal Term" thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall retain all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES: All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT: The word "equipment" as used herein shall mean all containers, computers and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear, excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY: Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic wastes as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable. Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, breach of any representation, warranty, obligation, term or provision of this Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event of occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law. In which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any paving, curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' initial promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including our arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and as executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 30 DAYS

Customer Name: [REDACTED]

Custom [REDACTED]

12-23-2014



Advanced Disposal

SALESPERSON # DG FEL X REL ROL

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

New Account _____ Service Increase _____

Rate Increase Rate Decrease _____CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: Ardmore STATE: PA

ZIP CODE: 19003 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: _____

Service Decrease _____ Cancel _____

Other Renewal) Reason Code PI/CI

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: West Chester STATE: PA

ZIP CODE: 19380 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 2-1-15

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ.	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
REL	MSW	2	2yd	N	N	3xwk	\$75.00		\$218.06
REL	MSW	1	6yd	N	N	3xwk	\$80.00		\$365.67
REL	SST	4	96gal	N	N	1xwk	\$25.00		\$55.00
FEL	MSW	2	2yd	N	N	3xwk			632.84
FEL	MSW	1	6yd	N	N	3xwk			
REL	SST	4	96gal	N	N	1xwk			

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

\$ N/A Container Delivery

P.O. # Rate locked for 1 year, 3%

increase in year 2 & 3. Flat rate with no ADS fees.

By execution hereof Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms between Advanced Disposal Services, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By:

Print Name: JAN PLANTDate: 1-16-15

CUSTOMER

By:

Print Name: [REDACTED]Date: 12-23-2014

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of such inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive three (3) year periods ("Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer shall attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the last six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and manipulation and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer or its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees and assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, fuel charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal services provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error; and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]

12-23-2014



Advanced Disposal

SALESPERSON # ds FEL REL X ROL **SERVICE AGREEMENT****CUSTOMER #** [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: BETHLEHEM STATE: PAZIP CODE: 18020 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]FAX: [REDACTED] - [REDACTED] - [REDACTED]EMAIL: [REDACTED]CONTACT NAME: [REDACTED]**SITE #:** [REDACTED]

Service Decrease _____ Cancel _____

Other renew Reason Code CI**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: BETHLEHEM STATE: 18017ZIP CODE: 18017 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]FAX: ([REDACTED]) - [REDACTED] - [REDACTED]EFFECTIVE DATE OF AGREEMENT: 4/16/15

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	RL/MSW	1	.50	N	N	1WK	80.00	N/A	95.99
OLD	1	RL/MSW	1	.50	N	N	1WK	6.00	N/A	95.99

OTHER CHARGES: NO ADMIN FEES

+ Fuel Fee & Environmental Fee as shown on invoice + PA GAS TAX

\$ 0.00 Customer Delivery

P.O. #

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LBRGH VALLEY, LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By:

Print Name: Dale M. SmoyerDate: 8-10-15**CUSTOMER:** [REDACTED]

By:

Print Name: [REDACTED]Date: 8-10-15*140.00*

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the duration of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or they

Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced an liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuation of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for unauthorized purposes. Customer shall maintain the Equipment and surrounding areas in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessing an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biharzardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses), arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omission of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCES55. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinances, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation and maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payment shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, mon^{thly} interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fees, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEAWAY AND PARKING AREA. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof, WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before court or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: _____

As per: [REDACTED] I was allowed
to change year's locked in to [REDACTED] and would not change my rate

Customer Initials: _____



Advanced Disposal

SALESPERSON # DG FEL X REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

New Account Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: Line Lexington STATE: PA

ZIP CODE: 18932 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: [REDACTED]

Service Decrease _____ Cancel _____

Other _____ Reason Code NP**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: Jenkintown STATE: PA

ZIP CODE: 19046 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED] - [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 2/13/15

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	REQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	FEL	MSW	1	8yd	N	N	1xwk	\$80.00		\$176.00
OLD										

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

\$ 50.00 Container Delivery

P.O. # Flat rate with no fees

remove 8yd from their Line Lexington office and deliver to this location

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services Shippenburg, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: [Signature]Print Name: Don BryantDate: 2-12-15

CUSTOMER:

By: _____

Print Name: [REDACTED]

Date: 02/12/2015

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition. **TERM.** This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING.

The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE IN AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 0 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]

Rep Prepared by:
 Company:
 Address:

Frontload Pricing Sheet

County of Origin

Disposal Cost

Industry

Lbs/Yard

Commission Level

EBit Percentage

Service per week ----->

E Mont Co (Covanta Plymouth-in district)

\$55.00

Construction Company

90

High

25%

Service	EQW	EXX	2X	3X	4X	5X	6X
2 yd	\$41.71	\$83.42	\$166.85	\$250.27	\$333.70	\$417.12	\$500.55
3 yd	\$48.86	\$97.71	\$195.43	\$293.14	\$390.85	\$488.57	\$586.28
4 yd	\$56.00	\$112.00	\$224.01	\$336.01	\$448.01	\$560.01	\$672.02
5 yd	\$70.29	\$140.58	\$281.16	\$421.74	\$582.32	\$702.90	\$843.48
6 yd	\$84.58	\$169.16	\$338.32	\$507.48	\$676.63	\$845.79	\$1,014.95

Additional Container(s)

Service	EQW	EXX	2X	3X	4X	5X	6X
2 yd	\$21.14	\$42.29	\$84.58	\$126.87	\$169.16	\$211.45	\$253.74
3 yd	\$28.29	\$56.58	\$113.16	\$169.74	\$226.31	\$282.89	\$339.47
4 yd	\$35.43	\$70.87	\$141.74	\$212.60	\$283.47	\$354.34	\$425.21
5 yd	\$49.72	\$99.45	\$198.39	\$298.34	\$397.78	\$497.23	\$596.67
6 yd	\$64.01	\$128.02	\$256.05	\$384.07	\$512.09	\$640.12	\$768.14

Extra Pickup

Service	EQW	EXX	2X	3X	4X	5X	6X
2 yd	\$28.50	\$14.45					
3 yd	\$33.85	\$11.28					
4 yd	\$38.30	\$9.70					
6 yd	\$48.70	\$8.12					
8 yd	\$58.60	\$7.33					

Per Yard

Service	EQW	EXX	2X	3X	4X	5X	6X
2 yd	\$9.63	\$9.63	\$9.63	\$9.63	\$9.63	\$9.63	\$9.63
3 yd	\$7.52	\$7.52	\$7.52	\$7.52	\$7.52	\$7.52	\$7.52
4 yd	\$6.47	\$6.47	\$6.47	\$6.47	\$6.47	\$6.47	\$6.47
5 yd	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41
8 yd	\$4.88	\$4.88	\$4.88	\$4.88	\$4.88	\$4.88	\$4.88

This information is confidential and proprietary for use by company employees only.

2/12/2015 2:08 PM

Pricing Model ADS Feb 2014.xlsx Version: 072013A



Advanced Disposal



SALESPERSON #: 2nd Street FEI: _____ REL: _____ ROU: X

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

SITE #: [REDACTED]

New Account _____ Service Increase

Service Decrease _____

Cancel _____

Rate Increase _____ Rate Decrease _____

Other _____

Reason Code: **IP**CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

SITE MASTER MAINTENANCE/SERVICE LOCATION

ADDRESS LINE 1: [REDACTED]

NAME: [REDACTED]

ADDRESS LINE 2: _____

ADDRESS LINE 1: _____

CITY: Allentown STATE: Pa.

CITY: Allentown STATE: Pa.

ZIP CODE: 18104 PHONE: [REDACTED]

ZIP CODE: 18104 PHONE: [REDACTED]

FAX: (-) -

FAX: (-) -

EMAIL: _____

EFFECTIVE DATE OF AGREEMENT: 9/1/2015 to 10/31/2016

CONTACT NAME: [REDACTED]

	SERV #	SERV TYPE	QTY	CONT. SIZE	ON CALL (Y/N)	FREQ	EXTRA PICKUP / HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW		ROL Compactor	1	35 self contain	Yes	On Call	170.00	60.00	
		FEI Recycle	1	8yd VIP	No	3x	15.00		105.00
		ROL OT	1	30yd	Yes	On Call	119.00	59.00	
		FEI Recycle	1	8yd VIP	No	3x	15.00		105.00
		ROL OT	1	30yd	Yes	On Call	119.00	59.00	

OTHER CHARGES: \$26.00 * Fuel Fee & Environmental Fee as shown on invoice \$Nu. Customer Delivery P.O. # _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services, Inc., LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED
By: _____
Print Name: Tim Stever
Date: 2/23/2015

Customer
By: _____
Print Name: _____
Date: 2/23/2015
(Please initial the back page)

Customer own VIP computer and
35yd self contain compactor
14 month agreement after guaranteed for 14
months. No fee's

Opt in
addition 1 or
2 year
2 & more person

TERMS AND CONDITIONS
SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.
TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof ("Initial Term"); and, except where prohibited by law, shall be automatically renewed for successive 5-year terms (such a "Renewal Term"); thereafter, unless either party shall give written notice of non-renewal (to be certified mail) to the other at least forty (40) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-schedulable or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due to the discontinuation of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced via certified mail at least sixty (60) days prior to the date of relocation or termination of Customer's business, provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any fire or encumbrance. Customer shall pay an extra yardage pickup fee for any of the following: (i) waste material not properly contained, (ii) waste material exceeding height or internal capacity of the equipment, and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expense or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biometrical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxic, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to inspect the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing,

and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, cost, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

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CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal services provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$3.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be retained by the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Claims to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise EXCEPT AS EXPRESSLY SET FORTH HEREIN. ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or except relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof, WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the services Advanced provides Customer impacts and affects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended in the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declares to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer observes that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereto and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Executive Order 11246, as amended, See 492 of the Vietnam Era Veterans Readjustment Act of 1978, as amended, See 503 of the Rehabilitation Act of 1973, as amended, and See 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13495, and Public Law 95-307 contain required contract clauses relative to equal employment opportunity and are incorporated hereby by specific reference. The contractor further agrees to comply with the provisions of 29 CFR part 171. Additionally, the contractor and subcontractor shall abide by the requirements of 41 CFR 60-141.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

TERMS: NET 10 DAYS

Customer Name [REDACTED]

Customer Initials [REDACTED]

ADVANCED [Signature]

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO

PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name [REDACTED]

Customer Info [REDACTED]

ENTERED
FEB 14

Advanced Disposal

SALESPERSON #: BM FEL X REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

SITE #: [REDACTED]

New Account _____ Service Increase _____

Service Decrease _____

Cancel _____

Rate Increase _____ Rate Decrease X

Other _____

Reason Code RB/C1

CUSTOMER MASTER/BILLING INFORMATION

SITE MASTER MAINTENANCE/SERVICE LOCATION

LEGAL NAME: [REDACTED]

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: Schwenksville STATE: PA

CITY: Pennsburg STATE: PA

ZIP CODE: 19473 PHONE: (-) -

ZIP CODE: 18073 PHONE: (-) -

FAX: (-) -

FAX: (-) -

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 3/1/2014

	SERV #	SERV TYPE	QTY	CONT. SIZE	ON CALL (Y/N)	FREQ	EXTRA PICKUP / HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	FL-TRASH	1	6 YD	N	EOW	* 60.00	N/A	* 85.00
	2	FL-Recycle	1	6 YD	Y	EOW	* 15.00	N/A	* 30.00
OLD	1	FL-Trash	1	6 YD	N	EOW	* 60.00	N/A	* 125.00
	2	FL-Recycle	1	6 YD	Y	EOW	* 15.00	N/A	* 0.00

138.92

OTHER CHARGES: \$ _____ + Fuel Fee & Environmental Fee as shown on invoice

\$ _____ Container Delivery

P.O. #: _____

RATE GUARANTEED YEAR 1 & 2. MAXIMUM PI 20% EACH ADDITIONAL YEAR.
 By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services, LLC Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED *[Signature]*
 By: *[Signature]*
 Print Name: Bob McCloskey
 Date: 3/24/2014

CUSTOMER: [REDACTED]
 By: [REDACTED]
 Print Name: [REDACTED]
 Date: 6/3/2014
 (Please initial the back page)

All Fees included

except PA Fuel Tax

TERMS AND CONDITIONS
 SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing

and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer's employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

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DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

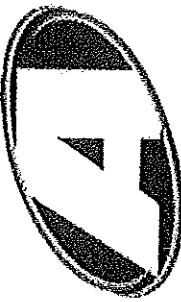
MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13498, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The contractor further agrees to comply with the provisions of 29 CFR part 471. Additionally, this contractor and subcontractor shall abide by the requirements of 41 CFR 69-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

TERMS: NET 10 DAYS

Customer Name [REDACTED]

Customer Initia [REDACTED]



Rep Prepared by:
Company:
Address

Frontload Pricing Sheet

County of Origin	E Mont Co (Covington/Plymouth-out district)
Disposal Cost	\$22.00
Industry	Fast Food
Lbs/Yard	100
Commission Level	High
Ebit Percentage	16%

Advanced Disposal

Service per week >

Service per week	1x	2x	3x	4x	5x	6x
0.5	\$77.62	\$155.25	\$232.87	\$310.49	\$388.12	\$465.74
2yd	\$38.81	\$77.62	\$155.25	\$232.87	\$310.49	\$388.12
3yd	\$46.68	\$91.35	\$182.70	\$274.06	\$365.41	\$456.76
4yd	\$52.54	\$105.08	\$210.16	\$315.25	\$420.33	\$525.41
6yd	\$66.27	\$132.54	\$266.08	\$397.62	\$530.16	\$662.70
8yd	\$80.00	\$160.00	\$320.00	\$480.00	\$640.00	\$799.39

Additional Container(s) >

Service per week	1x	2x	3x	4x	5x	6x
2yd	\$20.00	\$40.00	\$80.00	\$120.00	\$160.00	\$200.00
3yd	\$26.36	\$52.73	\$107.48	\$214.92	\$268.64	\$322.37
4yd	\$33.73	\$67.46	\$134.92	\$202.37	\$269.83	\$337.29
6yd	\$47.46	\$94.92	\$189.88	\$284.75	\$379.67	\$474.58
8yd	\$61.19	\$122.38	\$244.75	\$367.13	\$489.50	\$611.88

Extra Pickup

Service per week	Extra Charge	Per Yard
2.yd	\$28.40	\$14.70
3.yd	\$34.50	\$11.53
4.yd	\$39.80	\$9.95
6.yd	\$50.20	\$8.37
8.yd	\$60.60	\$7.53

Per Yard

Service per week	1x	2x	3x	4x	5x	6x
2.yd	\$8.96	\$8.96	\$8.96	\$8.96	\$8.96	\$8.96
3.yd	\$7.03	\$7.03	\$7.03	\$7.03	\$7.03	\$7.03
4.yd	\$6.07	\$6.07	\$6.07	\$6.07	\$6.07	\$6.07
6.yd	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10
8.yd	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62

This information is confidential and proprietary for use by company employees only.
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2014 ADS Pricing Version: 07/2013A

Rep Prepared by:
 Company:
 Address:

Frontload Pricing Sheet

Pennsburg, PA 18073

Advanced Disposal

County of Origin

SS/T

Disposal Cost

\$0.00

Industry

Fast Food

Lbs/Yard

100

Commission Level

High

Ebit Percentage

18%

Service per week >>>

EDW	1X	2X	3X	4X	5X	6X
0.5	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82
2 yd	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82
3 yd	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82
4 yd	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82
6 yd	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82
8 yd	\$25.08	\$50.16	\$100.33	\$150.49	\$200.66	\$250.82

Additional Container(s)

EDW	1X	2X	3X	4X	5X	6X
2 yd	\$6.27	\$12.54	\$25.08	\$37.62	\$56.16	\$62.71
3 yd	\$6.27	\$12.54	\$25.08	\$37.62	\$56.16	\$62.71
4 yd	\$6.27	\$12.54	\$25.08	\$37.62	\$56.16	\$62.71
6 yd	\$6.27	\$12.54	\$25.08	\$37.62	\$56.16	\$62.71
8 yd	\$6.27	\$12.54	\$25.08	\$37.62	\$56.16	\$62.71

Extra Pickup

EDW	Extra Charge	Per Yard
2 yd	\$19.00	\$9.50
3 yd	\$19.00	\$6.33
4 yd	\$19.00	\$4.75
6 yd	\$19.00	\$3.17
8 yd	\$19.00	\$2.33

Per Yard

EDW	1X	2X	3X	4X	5X	6X
2 yd	\$5.79	\$5.79	\$5.79	\$5.79	\$5.79	\$5.79
3 yd	\$3.86	\$3.86	\$3.86	\$3.86	\$3.86	\$3.86
4 yd	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90
6 yd	\$1.93	\$1.93	\$1.93	\$1.93	\$1.93	\$1.93
8 yd	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45

This information is confidential and proprietary for use by company employees only.
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2014 ADS Pricing Version: 072013A



Advanced Disposal

SALESPERSON # DG FEL X REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease X

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: Malvern STATE: PA

ZIP CODE: 19355 PHONE: (____) - ____ - ____

FAX: (____) - ____ - ____

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: _____

Service Decrease _____ Cancel _____

Other _____ Reason Code RB

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: [REDACTED]

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: (____) - ____ - ____

FAX: (____) - ____ - ____

EFFECTIVE DATE OF AGREEMENT: 2/1/15

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW FEL	MSW	1	4yd	N	N	1xwk	\$50.00		\$110.00
OLD FEL	MSW	1	4yd	N	N	1xwk	\$50.00		\$115.50

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

\$ _____ Container Delivery

P.O. # As per their agreement \$110/month

Rollback Env. fee to 10% and Fuel to 5%

[Redacted]
2/21/15

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services Shippenburg, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED
By: Dave Gaskins
Print Name: Dave Gaskins
Date: 2/2/15

CUSTOMER: _____

By: _____

Print Name: _____

Date: _____

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING.

The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: _____

Customer Initials: _____



Advanced Disposal

SALESPERSON # RT FEL REL X ROL

SERVICE AGREEMENT**CUSTOMER #:** [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: NEW HOPE STATE: PA

ZIP CODE: 18938 PHONE: [REDACTED] - [REDACTED]

FAX: (215) - 862 - 2819

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: [REDACTED]

Service Decrease _____ Cancel _____

Other X RENEWAL Reason Code RB

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: [REDACTED]

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: ([REDACTED]) - _____

FAX: ([REDACTED]) - _____

EFFECTIVE DATE OF AGREEMENT: 1/1/2015

SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	MSW	1	.50	N	N	1XWK	\$80.00	N/A
	2	SST	1	.50	N	N	1XWK	\$75.00	N/A
OLD	1	MSW	1	.50	N	N	1XWK	N/A	N/A
	2	SST	1	.50	N	N	1XWK	N/A	\$0.00

PA GAS TAX AND ADMIN FEE

P.O. # _____

+ Fuel Fee & Environmental Fee as shown on invoice

\$ 0.00 Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services SHIPPENSBURG, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: _____

Print Name: VIC LANCE

Date: 12/23/14

CUSTOMER:

By: _____

Print Name: [REDACTED]

Date: 12/26/14

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition. TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall retain all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration or dumping or looting. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing, by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 15% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof, WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO

PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name:

Customer Initials:



Advanced Disposal

SALESPERSON # RT FEL X REL _____ ROL _____**SERVICE AGREEMENT****CUSTOMER #:** [REDACTED]**SITE #:** [REDACTED]

New Account _____ Service Increase _____

Service Decrease _____ Cancel _____

Rate Increase _____ Rate Decrease _____

Other RENEWAL Reason Code CI/DS**CUSTOMER MASTER/BILLING INFORMATION****SITE MASTER MAINTENANCE/SERVICE LOCATION**

LEGAL NAME: [REDACTED]

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 2: _____

CITY: POTTSTOWN STATE: PA

CITY: _____ STATE: _____

ZIP CODE: 19464 PHONE: (____) - ____ - ____

ZIP CODE: _____ PHONE: (____) - ____ - ____

FAX: (____) - ____ - ____

FAX: (____) - ____ - ____

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 12/15/2014

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	2	MSW	1	2YD	N	N	1XMO	\$80.00	N/A	\$40.00
OLD	1	MSW	1	2YD	N	N	EOW	N/A	N/A	\$57.75

OTHER CHARGES: PA GAS TAX AND ADMIN FEE

P.O. # _____

+ Fuel Fee & Environmental Fee as shown on invoice

\$ 0.00 Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services SHIPPENSBURG, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED
By: [Signature]
Print Name: Eric Thompson
Date: 12/20/14

CUSTOMER: [REDACTED]
By: _____
Print Name: _____
Date: 12-17-14
(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: _____

Customer Initials: _____



Advanced Disposal

SALESPERSON # RT FEL REL ROL **SERVICE AGREEMENT****CUSTOMER #:** [REDACTED]

New Account _____ Service Increase _____

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: WHITEHALL STATE: PA

ZIP CODE: 18052 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: [REDACTED] - _____ - _____

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: [REDACTED]Service Decrease Cancel _____Other RENEWAL Reason Code DP/CI**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: _____

CITY: WHITEHALL STATE: PA

ZIP CODE: 18052 PHONE: ([REDACTED]) - [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - _____ - _____

EFFECTIVE DATE OF AGREEMENT: 3/30/2015

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	F/L MSW	1	2YD	N	N	EOW	\$80.00		\$40.00
OLD	1	F/L MSW	1	2YD	N	N	IXWK	\$80.00		\$65.00

OTHER CHARGES: ONLY PA GAS TAX

P.O. # _____

+ Fuel Fee & Environmental Fee as shown on invoice

\$ _____ Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LEHIGH VALLEY, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCEDBy: Print Name: Rose Thompson
Date: 3/25/15

 By: _____
 Print Name: _____
 Date: 3/20/15

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remain all amounts due and owing to Advanced prior to such termination. Notwithstanding the forgoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced herunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, lost charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

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SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initiate: [REDACTED]



Advanced Disposal

SALESPERSON # AW REL X REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #: [REDACTED]

SITE #: [REDACTED]

New Account Service Increase _____

Service Decrease _____

Cancel _____

Rate Increase Rate Decrease _____

Other REN _____

Reason Code CI

CUSTOMER MASTER/BILLING INFORMATION**SITE MASTER MAINTENANCE/SERVICE LOCATION**

LEGAL NAME: [REDACTED]

NAME: SAME

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: ALLENTOWN STATE: PA

CITY: _____ STATE: _____

ZIP CODE: 18102 PHONE: ([REDACTED]) - [REDACTED]

ZIP CODE: _____ PHONE: ([REDACTED]) - [REDACTED]

FAX: ([REDACTED]) - [REDACTED]

FAX: ([REDACTED]) - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 1/9/2015

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	2	FL MSW	1	2YD	N	N	1XWK	80.00	N/A	76.47
OLD	1	FL MSW	1	2YD	N	N	1XWK	24.00	N/A	44.10

OTHER CHARGES: **15¢ FUEL (AW)**
 + Fuel Fee & Environmental Fee as shown on invoice **+ PA GAB**
\$0.00 Container Delivery

P.O. # _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services LEHIGH VALLEY, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED
 By: *Annette Wagner*
 Print Name: *Annette Wagner*
 Date: *1/13/15*

CUSTOMER:
 By: [REDACTED]
 Print Name: [REDACTED]
 Date: *1/13/15*

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payment as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the last six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on-call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection services, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for my reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFITS. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the services Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO

PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]



Advanced Disposal

SALESPERSON # RT FEL REL X ROL **SERVICE AGREEMENT****CUSTOMER #:** [REDACTED]**SITE #:** [REDACTED]

New Account _____ Service Increase _____

Service Decrease X Cancel _____

Rate Increase _____ Rate Decrease _____

Other X RENEWAL Reason Code CI/DP**CUSTOMER MASTER/BILLING INFORMATION**

LEGAL NAME: [REDACTED]

SITE MASTER MAINTENANCE/SERVICE LOCATION

ADDRESS LINE 1: [REDACTED]

NAME: SAME

ADDRESS LINE 2: _____

ADDRESS LINE 1: _____

CITY: POTTSTOWN STATE: PA

ADDRESS LINE 2: _____

ZIP CODE: 19465 PHONE: [REDACTED] - [REDACTED] - [REDACTED]

CITY: _____ STATE: _____

FAX: (610) - [REDACTED] - [REDACTED]ZIP CODE: _____ PHONE: (610) - [REDACTED] - [REDACTED]

EMAIL: [REDACTED]

FAX: (610) - [REDACTED] - [REDACTED]

CONTACT NAME: [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 6/22/2015

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	R/L MSW	1	2YD	N	N	EOW	\$80.00	0	\$49.00
OLD	1	R/L MSW	1	2YD	N	N	1XWK	0	0	\$94.93

OTHER CHARGES: ALL ADS FEES

+ Fuel Fee & Environmental Fee as shown on invoice

\$ _____ Container Delivery

P.O. # _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services SHIPPENSBURG, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCEDBy: R. Thompson

Print Name: _____

Date: 6/21/15**CUSTOMER**

By: _____

Print Name: _____

Date: 6/21/2015

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business, provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend

**Advanced Disposal**SALESPERSON # ds FEL X REL _____ ROL _____**SERVICE AGREEMENT****CUSTOMER #:** [REDACTED]New Account _____ Service Increase X

Rate Increase _____ Rate Decrease _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: TELFORD STATE: PA

ZIP CODE: 18969 PHONE: ([REDACTED]) [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED]

EMAIL: [REDACTED]

CONTACT NAME: [REDACTED]

SITE #: [REDACTED]

Service Decrease _____ Cancel _____

Other _____ Reason Code IP**SITE MASTER MAINTENANCE/SERVICE LOCATION**

NAME: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: BALLY STATE: PA

ZIP CODE: 19503 PHONE: ([REDACTED]) [REDACTED] - [REDACTED]

FAX: ([REDACTED]) - [REDACTED]

EFFECTIVE DATE OF AGREEMENT: 8/1/15

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	1	FL/MSW	1	2YD	N	N	1XWK	125.00	N/A	150.00
OLD	1	FL/MSW	1	2YD	N	N	EOW	125.00	N/A	104.19

OTHER CHARGES: ALL FEES

P.O. # _____

+ Fuel Fee & Environmental Fee as shown on invoice

\$ 0.00 Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services SHIPPENSBURG, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By:

Print Name: Dawn SnyderDate: 8-6-15**CUSTOMER:**

By:

Print Name: [REDACTED]Date: 8-6-15

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the forgoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon

receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer its employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, host charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$5.95, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVeways AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

Customer Initials: [REDACTED]



Advanced Disposal

SALESPERSON #: 263 Stover FEL REL XX ROL _____

SERVICE AGREEMENT

CUSTOMER #: _____

SITE #: _____

New Account Service Increase _____

Service Decrease _____

Cancel _____

Rate Increase _____ Rate Decrease _____

Other _____

Reason Code NP _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: _____

NAME: _____

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 1: [REDACTED]

ADDRESS LINE 2: [REDACTED]

ADDRESS LINE 2: [REDACTED]

CITY: NJ Laurel STATE: NJ

CITY: Nazareth STATE: PA

ZIP CODE: 08054 PHONE: [REDACTED]

ZIP CODE: 18064 PHONE: [REDACTED]

FAX: () - - -

FAX: () - - -

EMAIL: _____

EFFECTIVE DATE OF AGREEMENT: 7-1-15

SERV #	SERV TYPE	QTY	CONT. SIZE	ON CALL (Y/N)	FREQ	EXTRA PICKUP / HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW	REL MSW	1	.05 96 gallon tot	N	Ix	\$0.00		\$0.00
	REL SST	1	.05 96 gallon tot	N	EOW			
OLD								

OTHER CHARGES: \$No _____ + Fuel Fee & Environmental Fee as shown on invoice

529.00 Container Delivery

P.O. #: _____

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services, Inc., LLC, Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: _____
Print Name: Tim Stover
Date: 6/28/2015

CUSTOMER:

By: _____
Print Name: _____
Date: 7-9-15
(Please initial the back page)

1st year fixed
2nd 2⁸ increase
3rd 2⁸ increase

month-to-month

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability as caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5-year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call service with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

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NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon receipt by Customer or notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing

X / P
Advanced

and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

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INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer, its employees or agents, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. License disposal, environmental compliance, and fuel costs constitute a portion of the service rate provided by Advanced and its affiliates. Customer understands and agrees Advanced may increase service rates to account for any increases in such costs or to account for any increases in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer may pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help preserve a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, heat charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Advanced and that materially and adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing, by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT; CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$3.95, unless specifically prohibited by applicable law, which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to change shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement cutting, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFITS. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject, to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Advanced the right to compete with any other Customer service or intends to make or accept relating to any more services to be conducted after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer were performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part, if any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13496, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The contractor further agrees to comply with the provisions of 29 CFR part 471. Additionally, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

TERMS: NET 10 DAYS

Customer Name: [REDACTED]

X Advanced

30 days

X Advanced